BILL NO. S-81-10-39

SPECIAL ORDINANCE NO. S-240-81

AN ORDINANCE approving an Agreement with Ray Lee Anderson, for construction of a sanitary sewer extension on Reckeweg Road.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Agreement dated October 13, 1981, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Ray Lee Anderson, Developer, for:

Reckeweg Road Sanitary Sewer Extension: Six-hundred and twenty (620) feet of ten (10) inch pipe with one manhole ten (10) feet deep and ten (10) 10-inch by 6-inch tees for future taps.

of which the developer shall pay the entire cost and expense of the construction of said sewer, all as more particularly set forth in said agreement which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed, and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY OCTOBER 23, 1981.

BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ____, the ____ day of ____, 19____, at ____ o'clock ____ M., E.S.T.

DATE: 10-27-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	X				
EISBART	X				
GiaQUINTA	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 11-10-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. S-240-81

on the 10th day of November, 19 81.

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of November, 19 81, at the hour of 10:00 o'clock A M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 17th day of November 19 81, at the hour of 1:00 o'clock P M., E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-10-39

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving an Agreement with Ray Lee Anderson, for construction of a sanitary sewer extension on Reckeweg Road

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 11-10-81 CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To BOARD OF PUBLIC WORKS Date OCTOBER 16, 1981

From C. DUANE EMBURY, P. E., CHIEF WATER POLLUTION CONTROL ENGINEER

Subject RECKEWEG ROAD SANITARY SEWER EXTENSION - B. O. 64-81

COPIES TO:

BOLLER

Attached for your review and execution is the necessary Agreement for Sewer Extension for the above project. Kindly note this is a Reimbursement Agreement that is normally approved by the Council. Therefore, would you kindly set this up for introduction to Council.

Sincerely,

C. Duane Embury

C. Duane Embury, P. E.
Chief Water Pollution Control Engineer

cde/cw/ep

Enc: 1

Bd. must be sign -
Council

BOARD OF PUBLIC WORKS
RECEIVED
OCT 16 1981

A G R E E M E N T

F O R

S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate this 13th day of October, 19 81, by and between Ray Lee Anderson, hereinafter referred to as "DEVELOPER", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as follows:

Six-hundred and twenty (620) feet of ten (10) inch pipe with one manhole ten (10) feet deep and ten (10) 10 inch by 6 inch tees for future taps.

in accordance with plans, specifications and profiles heretofore submitted to the CITY and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the CITY and known as Reckeweg Sanitary Sewer Extension which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the DEVELOPER has an interest, but also an adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be $10,618.00 composed of $8,060.00 for construction costs; $1,808.00 for engineering services; and $750.00 for legal fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties

sixty (60) days after requisite CITY approval. All work and materials shall be subject to inspection by CITY and the right of CITY to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of CITY until final acceptance by CITY. Upon completion, said sewer shall become the property of CITY and CITY shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by CITY, and all further maintenance thereafter shall be borne by CITY.

2. COST OF CONSTRUCTION.

The DEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, including CITY engineering and inspection fees, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer when accepted by the CITY will serve the following described real estate:

West 200' of the North 4.74 Acres, Lot #22, Edsall's Subdivision, Lagro Reserve, Wayne Township, Allen County, Indiana (commonly known as 1611 Reckeweg Road, Fort Wayne, Indiana);

West 200' of the North 2.5 Acres of South 5 Acres, Lot #22 Edsall's Subdivision, Lagro Reserve, Wayne Township, Allen County, Indiana (commonly known as 1629 Reckeweg Road, Fort Wayne, Indiana);

West 200' of the South 2.5 Acres, Lot #22, Edsall's Subdivision, Lagro Reserve, Wayne Township, Allen County Indiana (commonly known as 1639 Reckeweg Road, Fort Wayne, Indiana).

As the DEVELOPER will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the CITY for connections to CITY sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA

Said sewer, when constructed, will also serve the additional or excess area as shown on attached Exhibit "A."

In the event any present or future owner of said described excess area shall at any time within fifteen (15) years after the date of this contract, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land; CITY, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to CITY in addition to the cost of standard tap-in and inspection fees, and monthly sewage treatment charges customarily charged by the CITY for connections to CITY sewer mains and treatment of sewage therefrom, the sum of $.04726758 per square foot for the area served by each connection and use, which represents the prorata share of the cost of the extension of CITY sewer to excess area. Exhibit "B" showing properties in excess area subject to charge for construction and use of sewer as of this date is attached.

The amount so collected by the CITY shall be paid by CITY within sixty (60) days of the receipt thereof by CITY to DEVELOPER.

An area connection charge of $300.00 per acre must be paid to CITY at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by CITY for sewer line under Westmoor Park Interceptor Resolution No. 182-67, B. O. 154-67.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply this this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana, as amended thereto, (Refer to I.C. 19-2-7-16, 17 and 18), the provisions of which sections shall govern with respect to any matters not specifically outlined herein.

DEVELOPER:

X Ray Lee Anderson

CITY OF FORT WAYNE, INDIANA

BY: _____
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

BY: _____
THOMAS LATCHEM, CHAIRMAN

BY: _____
ROBERTA ANDERSON-STATEN, MEMBER

BY: _____
BETTY COLLINS, MEMBER

ATTEST:

_____
SANDRA E. KENNEDY, CLERK

APPROVED AS TO FORM AND LEGALITY:

_____
ASSOCIATE CITY ATTORNEY

PREPARED BY JOHN E. HOFFMAN, ATTORNEY AT LAW

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ray Lee Anderson, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 13th day of October, 19 81.

Patricia Stoddard
NOTARY PUBLIC (Patricia Stoddard)

Resident of Allen County, IN.

My Commission Expires:

January 19, 1982

EXHIBIT "B"

Prorata Share Due From Owners of Property Abutting
Reckeweg Road Sanitary Sewer Extension

EXCESS AREA

Lot 21A	East 200' of Lot #21, Edsall's Subdivision, Lagro Res., ex S 3 Acres & ex S 1.47 ft of N 159.4 ft of E 480.2 ft.	Litch, Ernest W. & Sarah A.	31,880 sq ft	$1506.89
Lot 21B	East 200' of 147 S of N 159.4 ft of E 480.2 ft, Lot #21, Edsall's Subdivision, Lagro Res.	Frane, Francis G. & Angeline A.	29,400 sq ft	$1389.67
Lot 21C	East 200' of S 3 Acres Lot #21 Edsall's Subdivision, Lagro Res.	Ross, George C. & Marcia	25,720 sq ft	$1215.72
Lot 24A	East 200' of N 2.5 Acres, Lot #24 Edsall's Subdivision, Lagro Res.	Schumm, John C. & Irma	21,780 sq ft	$1029.49
Lot 23A	West 200' of N 80.25 ft of Lot #23, Edsall's Subdivision, Lagro Res.	Escobeda, Elias S.	16,050 sq ft	$ 758.64
Lot 23B	West 200' of 2.13 Acres N of S 5 Acres Lot #23, Lagro Res.	Bateman, Douglas W. & Jerry K.	12,400 sq ft	$ 586.12

AREA OF DEVELOPER

Lot 22A	West 200' of N 4.74 Acres, Edsall's Subdivision, Lagro Reserve	42,846 sq ft	$2025.23
Lot 22B	West 200' of N 2.5 Acres of S 5 Acres, Lot #22, Edsall's Subdivision, Lagro Reserve	22,280 sq ft	$1053.12
Lot 22C	West 200' of S 2.5 Acres, Lot #22, Edsall's Subdivision, Lagro Reserve	22,280 sq ft	$1053.12
		224,636 sq ft	$10,618.00

The above charges do not include the $300.00 area connection charge.

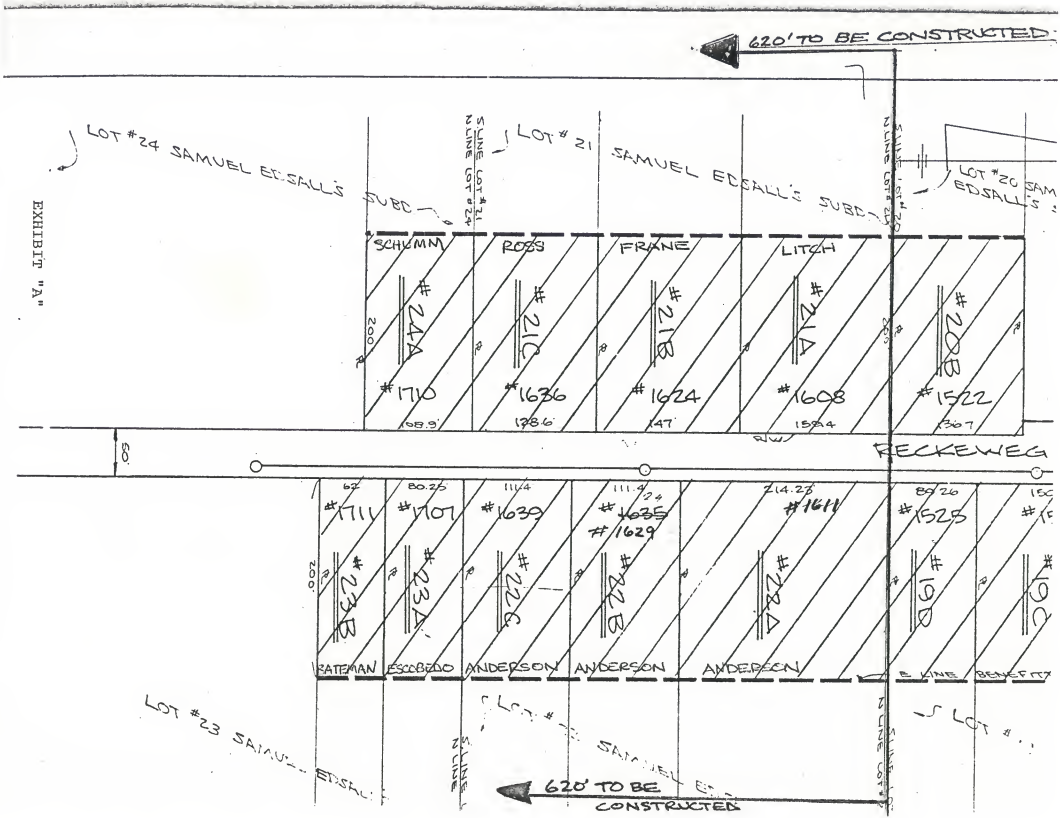
620' TO BE CONSTRUCTED
LOT #24 SAMUEL EDSALL'S SUBD
LOT #21 SAMUEL EDSALL'S SUBD
LOT #20 SAM EDSALL'S
S LINE LOT #21
N LINE LOT #24
N LINE LOT #20
SCHUMM
ROSS
FRANE
LITCH
#24A
#21C
#21B
#21A
#20B
#1710
#1636
#1624
#1608
#1522
108.9
128.6
147
159.4
136.7
RECKEWEG
#1711
#1707
#1639
#1635
#1629
#1611
#1525
#23B
#23A
#22C
#22B
#22A
#19D
#19C
BATEMAN
ESCOBEDO
ANDERSON
ANDERSON
ANDERSON
E LINE
LOT #23 SAMUEL EDSALL
620' TO BE CONSTRUCTED

EXHIBIT "A"

5463 A-81-10-39

TITLE OF ORDINANCE RECKEWEG ROAD SANITARY SEWER EXTENSION AGREEMENT

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE RECKEWEG ROAD SANITARY SEWER EXTENSION AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND THE DEVELOPER (RAY LEE ANDERSON) FOR A SIX HUNDRED AND TWENTY FEET OF TEN INCH PIPE WITH ONE MANHOLE TEN FEET DEEP AND TEN INCH BY SIX INCH TEES FOR FUTURE TAPS.

EFFECT OF PASSAGE A SANITARY SEWER EXTENSION ON RECKEWEG ROAD.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED AGREEMENT WILL NOT OCCUR.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) NO CITY MONIES INVOLVED, $10,618.00 FORWARDED BY DEVELOPER, WILL BE PAID BACK BY THE TAP-IN FEES FOR THE SEWER EXTENSION.

ASSIGNED TO COMMITTEE

sa